



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

REVISED

WILLIAM T FUJIOKA
Chief Executive Officer

July 31, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 July 31, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**APPROVE THE GRANT OF A LICENSE
TO JP MORGAN CHASE BANK, NATIONAL ASSOCIATION
FOR THE USE OF 17 PARKING SPACES
AT ~~PICO~~ RIVERA PUBLIC LIBRARY
(FIRST DISTRICT) (THREE VOTES)**

SUBJECT

The recommendations will grant a license to JP Morgan Chase Bank, National Association for the use of 17 parking spaces at the ~~Pico~~ Rivera Public Library in the City of Pico Rivera, to renew an existing license granted to Washington Mutual Bank in May 2002, which was acquired by JP Morgan Chase Bank, National Association in September 2008.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the grant of a license to JP Morgan Chase Bank, National Association, for the continued use of 17 parking spaces at the ~~Pico~~ Rivera Public Library is categorically exempt under the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Licensing of Existing Public Facilities).
2. Find that the granting of a license to JP Morgan Chase Bank, National Association on this parcel of land owned by the County of Los Angeles will not interfere with the use of the land as a parking lot at the ~~Pico~~ Rivera Public Library as the land and the parking is surplus to its needs.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

3. Approve the accompanying "Revocable License Agreement" with JP Morgan Chase Bank, National Association, for an initial term of five years and two optional terms of an additional five years each, and instruct the Executive Officer of the Board of Supervisors to execute four originals on behalf of the Chairman.
4. Authorize the Chief Executive Officer, or his designee, to suspend, terminate, or assign the Revocable License Agreement, and take all further actions and execute all other documents necessary or appropriate to complete the transaction and administer the Revocable License Agreement after approval of such actions and/or documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommendations is for the Board to grant JP Morgan Chase Bank, National Association (Chase), a Revocable License Agreement (License) for the continued use of 17 parking spaces at the ~~Pico~~ Pico Rivera Public Library in the City of Pico Rivera, in order to renew an existing license granted in 2002 (License COL-423), to Washington Mutual Bank FA (WaMu), which was merged with and into Chase in 2008.

Implementation of Strategic Plan Goals

The County's Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize and support the timely delivery of efficient public services. The Board's grant of the new License allowing Chase to continue using 17 parking spaces at the ~~Pico~~ Pico Rivera Public Library is consistent with this goal.

FISCAL IMPACT/FINANCING

Chase has paid the County a one-time fee of \$2,000 to process the approval of the new License. Under the new License, Chase will pay the County \$1,100 per month to be adjusted upward each year using the Consumer Price Index. The monthly fee is based upon a continuation of the adjusted monthly rate in the existing License COL-423.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the authority the Board delegated to the Chief Executive Officer in Title 2 of the Los Angeles County Code (Chapter 2.08) on May 14, 2002, the Chief Executive Office

(CEO) granted License COL-423 to WaMu for the use of 17 parking spaces at the ~~Pico~~ Rivera Public Library for a five-year initial term and one five-year optional term.

As widely reported in the media on September 28, 2008, the United States Office of Thrift Supervision (OTS) seized WaMu, placed it into the receivership of the Federal Deposit Insurance Corporation (FDIC), and sold the WaMu banking subsidiaries to Chase which re-opened them the next day. The OTS took these actions due to the withdrawal of \$16.4 billion in deposits from WaMu during a ten-day bank run.

CEO staff contacted Chase in 2008 regarding the status of License COL-423, and was provided an FDIC document entitled "Receiver's Assignment and Assumption of Lease" that the FDIC's receiver used to transfer License COL-423 to Chase. Although License COL-423 expired on May 13, 2012, Chase has continued to comply with the same terms, conditions, and monthly payments in License COL-423 on a holdover basis.

The new License grants Chase the continued use of 17 parking spaces at the ~~Pico~~ Rivera Public Library for an initial term of five years and two optional terms of an additional five years each. County Public Library has no objection to granting the new License to Chase. County Counsel has reviewed the new License and approved it as to form.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not impact or negatively affect any current services or future projects.

The Honorable Board of Supervisors
July 31, 2012
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CONCLUSION

Instruct the Executive Officer of the Board of Supervisors to forward conformed copies of the adopted Board recommendation Attention: Mr. Ricky Trice, Vice President/Market Director, 24085 El Toro Road, 2nd Floor, Mail Code CA2-5116, Laguna Hills, CA 92653, and the offices of County Counsel, County Public Library, and the CEO, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RB:kb

c: Executive Office, Board of Supervisors
County Counsel
Public Library

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("License"), is made and entered into in duplicate originals this 31st day of July, 2012,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**County**";

AND

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, an entity organized under the laws of the United States of America, hereinafter referred to as "**Licensee**";

RECITALS:

WHEREAS, County is the owner of certain real property located in the City of Pico Rivera, the County of Los Angeles, State of California; and

WHEREAS, Licensee desires to use on a nonexclusive basis a portion of said real property in order to allow Licensee to use of 17 parking spaces as described below; and

WHEREAS, Licensee is willing to exercise this grant of License in accordance with the terms and conditions set forth herein; and

WHEREAS, County finds that Licensee's use of a portion of said real property is surplus to County's needs and the granting of this License is compatible with and will not otherwise interfere with the use of said real property by the County; and

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises, covenants, terms, conditions and agreements contained herein, County and Licensee (collectively the "**parties**" or singularly a "**party**") and each of them do agree as follows:

1. PROPERTY AND AUTHORIZED USE:

1.01 County hereby grants this License to Licensee, and Licensee hereby agrees to the terms and conditions set forth herein, for the nonexclusive use of 17 parking spaces on a portion of the County's real property located at 7828 South Serapis Avenue, in the city of Pico Rivera, California (APN: 6382-023-901) (the "**Property**"), which is used by County as the site for the Pico Rivera Public Library (the "**Library**"), said 17 parking spaces (the "**Licensed Area**") being delineated on the **Exhibit "A"** attached hereto and made a part hereof by this reference, together with ingress to, and egress from, said Licensed Area.

1.02 Licensee, pursuant to the terms and conditions of this License, shall have nonexclusive use of the Licensed Area for the sole purpose of providing 17 parking spaces for the automobiles of banking employees during regular banking hours, and for other incidental purposes as are related thereto, and for no other purposes, in such a manner that will not unreasonably disturb or interfere with the use of the Property by County ("**Authorized Activities**").

1.03 Licensee has by previous license agreement slurry sealed the Property and installed traffic control barriers to prevent encroachment on to the remaining parking at the Library. Licensee shall make no other alterations to the Property, nor build or construct any additional structural improvements on the Property, other than set forth herein, unless written approval is first obtained from County.

1.04 Licensee acknowledges personal inspection of the Property and the surrounding area and has evaluated the extent to which the physical condition thereof will affect this License. Licensee accepts the Property in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.05 Licensee acknowledges the title of County and/or any other public agencies or private corporations having jurisdiction thereover, and the rights of interest of all private parties, in and to the Property, and Licensee covenants and agrees never to assail, contest or resist any such agencies' or corporations' interest therein.

2. **TERM**

2.01 The initial term of this License ("**Initial Term**") shall be for a period of five (5) years commencing on May 14, 2012 ("**Commencement Date**"). Said Commencement Date is coterminous with the expiration of County "**License No. COL-423**," entered into for nonexclusive use of said 17 parking spaces on the Property by and between County and Washington Mutual Bank on May 14, 2002. Said Washington Mutual Bank closed and the United States Office of Thrift Supervision placed it into the receivership of the Federal Deposit Insurance Corporation, which transferred all rights and obligations under License No. COL-423 to Licensee on September 25, 2008.

2.02 This License shall be automatically renewed for two (2) optional terms of five (5) years each ("**Optional Terms**"), unless Licensee provides, at least ninety (90) days prior to the expiration of the Initial Term, or at least ninety (90) days prior to the expiration of either Optional Term, as applicable, written notice to County, as set forth herein, of Licensee's intention not to exercise either Optional Term.

2.03 Notwithstanding the foregoing, either Party may terminate this License at any time by providing the other Party written notice, as set forth herein, at least ninety (90) days in advance of such termination.

3. TERMINATION

County reserves the right to terminate this License should default be made by Licensee in any of the terms and conditions contained herein, and Licensee fails to cure such default within ten (10) days after receipt of written notice thereof from County, as set forth herein; provided however, that if the default reasonably takes more than ten (10) days to cure, Licensee shall not be in default so long as the cure is commenced within said ten (10)-day period and the cure is diligently prosecuted to completion by Licensee.

4. CONSIDERATION

4.01 As initial consideration for the use of the Licensed Area, Licensee shall pay County a one-time License processing fee in the sum of Two Thousand Dollars (**\$2,000**), in lawful money of the United States, due and payable to County by Licensee on or before the date this License is fully executed by County.

4.02 As additional consideration for the use of the Licensed Area, commencing on June 1, 2012, and for each month during the Initial Term and the Optional Terms of this License, Licensee shall pay to County a "**Base Monthly Fee**" of One Thousand One Hundred Dollars (**\$1,100**) per month, subject to adjustment as set forth hereinbelow, payable in advance on or before the first day of each month ("**Fee Payment Date**"), to the County of Los Angeles in lawful money of the United States, paid by check, or draft, or automated clearinghouse credit (no wire transfers), or mailed in a sealed envelope, with postage paid, addressed to the party for whom intended, and deposited in a post office, substation, sub post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, or deposited with an overnight carrier, or otherwise delivered to County as follows, and shall become effective upon receipt by the party for whom intended as set forth below:

PAYMENTS & TRANSMITTAL TO:

County of Los Angeles
Auditor-Controller
Administrative Services
500 West Temple Street, Room 410
Los Angeles, California 90012
Attn: Franchise/Concessions Section
Phone: (213) 974-7912
Facsimile: (213) 617-8106

COPY OF CHECK & TRANSMITTAL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attn: Rent/Budget Section
Phone: (213) 974-4298
Facsimile: (213) 217-4971

or to such other place or places as Licensee may hereinafter be instructed in writing by County from time to time to use.

4.03 Checks to the County shall have identification data on the check, including the License number, Payor I.D. Number (provided by Auditor/Controller) the site name (~~Pico~~ Rivera Library) and the payment period.

4.04 Commencing on June 1, 2013, and on June 1st for each successive year period during the Initial Term and the Optional Terms of this License ("**Annual Adjustment Date**"), the Base Monthly Fee set forth in Section 4.02 shall be adjusted upward annually and rounded upward to the nearest one (1) dollar ("**Annual License Fee**") as follows:

(a) The "Consumer Price Index for all Urban Consumers ("**CPI-U**") for the Los Angeles-Riverside-Orange County California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics, Office of Information ("**Bureau**"), shall be defined as the "**Index**," and such Index as published by the Bureau on April 2011 (i.e. **233.319**), shall be defined as the "**Base Index**," which is declared to be 100, and the Index as published by the Bureau for the month of April immediately preceding each Annual Adjustment Date shall be defined as the "**Current Index**";

(b) If the Current Index differs from the Base Index, then the Annual License Fee during that successive year period beginning on the Annual Adjustment Date shall increase or decrease by the percentage increase or decrease between the Current Index and the Base Index, provided however, if the Current Index drops below the Base Index, then no adjustment shall be made;

(c) The Annual License Fee for each successive year period beginning on the Annual Adjustment Date shall be the Base Monthly Fee multiplied by an adjustment factor determined by dividing the Current Index by the Base Index. For example, if the Current Index is 236.866 (CPI April 2012), then the Annual License Fee for that successive year period beginning on the Annual Adjustment Date (June 1, 2012) shall be one hundred and one and 5/10ths percent times the Base Monthly Fee (i.e. $236.866 / 233.319 = 1.0152 = 101.52\% \times \$1,100 = \$1,116.72$. Rounded upward to \$1,117.00 per month);

(d) Provided however, under no circumstances shall the multiplying factor be less than one (1), nor shall the Annual License Fee calculated using said factor be less than the Annual License Fee calculated for the immediately preceding year period. If the Bureau shall revise the Index, the parties hereto shall accept the method of revision or conversion recommended by the Bureau; and

(e) If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no translation or transposition table prepared by the Bureau is available applicable to the CPI-U on June 2011, then the amount of the Annual License Fee shall be computed by reference to such other price index as may be chosen by the County, which shall, in its judgment, vary in approximate proportion as the then-current commodity consumer prices vary from commodity consumer prices which were current in June 2011, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive.

(f) In no event shall the amount of the Annual License Fee calculated and adjusted by reference to such other price index be less than the Annual License Fee calculated for the year period immediately preceding the Bureau's discontinuation of the preparation or publication of the CPI-U for the area.

4.05 If payment is not received by postmark no later than 15 days after the due date, a late charge of five percent (5%) of the balance shall be assessed. Said late charge and the delinquent amount due shall be payable immediately but no later than the time the next month's payment is due. If said delinquent payment remains unpaid, additional late charges of five percent (5%) of the balance shall continue to be assessed every 15 days thereafter until payment is received.

5. TAXES

5.01 Licensee acknowledges the rights granted by this License to occupy the Licensed Area may create a possessory interest subject to taxation and/or assessment thereon. In such event, Licensee shall pay before delinquency, all taxes or assessments that at any time may be levied by Federal, State, County, or any other tax or assessment-levying body upon the Licensed Area and any improvements or fixtures located thereon.

5.02 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is obligated to pay, within ten (10) days of Licensee's receipt of written demand for such payment, Licensee will be in default of this License.

6. INDEMNIFICATION

Licensee and its employees, agents, servants, receivers, invitees, guests, contractors and subcontractors (collectively, "**Licensee's Agents**") agree to indemnify, defend, save and hold harmless the County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "**County's Agents**"), from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's and Licensee's Agents performance of the Authorized Activities on and/or use of the Licensed Area, and the attraction caused by said Authorized Activities on and/or use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including, without limitation, any Worker's Compensation suit, liability, or expense, arising from or connected with the Authorized Activities and/or other activities performed on behalf of Licensee by any person pursuant to this License. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this License. Licensee is not obligated to indemnify for liability and expense arising from the active negligence of County or County's Agents.

7. INSURANCE

7.01 Coverage Requirements. Without limiting Licensee's indemnification of the County, and during either the Initial Term or the Optional Terms of this License, Licensee and Licensee's Agents shall provide and maintain at their own expense the programs of insurance as set forth in Sections 7.02 through 7.10 of this License. Such programs and evidence of insurance shall be satisfactory to County, shall be endorsed naming County and County's Agents as additional insureds, and shall be primary to and not contributing with any insurance or self insurance maintained by County.

7.02 Commercial General Liability. A policy or policies of commercial general liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, unless otherwise approved by County), covering the hazards of premises/operations, owner's and contractor's protective insurance (during construction), fire legal liability coverage, and contractual, independent contractors, explosion, collapse, underground damage, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence for Licensee and Licensee's Agents.

(a) If the policy is written with an annual aggregate limit, the policy limit shall not be less than five million dollars (\$5,000,000) annual aggregate.

(b) If written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following the expiration, termination or cancellation of this License.

7.03 Comprehensive Auto Liability insurance. A policy of Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for Licensee and Licensee's Agents.

7.04 Workers' Compensation. A program of Workers' Compensation insurance, in an amount and form to meet all applicable requirements of the Labor Code of the State of California and the Federal U.S. Longshoreman and Harbor Worker Compensation Act, Jones Act, or any other federal law to which the Licensee is subject, for Licensee, and all persons for Licensee and Licensee's Agents are legally required to cover, including in all cases, Employer's Liability with coverage of not less than:

- (a) Each accident: one million dollars (\$1,000,000);
- (b) Disease-policy limit: one million dollars (\$1,000,000);
- (c) Disease-each employee: one million dollars (\$1,000,000).

7.05 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by County, and County reserves the right to receive copies of Licensee's insurance policies.

7.06 Evidence of Insurance. Certificates or other evidence of coverage shall be delivered to the Chief Executive Office, Real Estate Division, electronically by email attachment to rball@ceo.lacounty.gov and afranco@ceo.lacounty.gov, or such delivery method as County may require Licensee from time to time to use, and shall specifically identify this License and contain the express condition that County is to be given written notice at least thirty (30) days in advance of any modification, cancellation or termination of any program of insurance.

7.07 Licensee's Agents Insurance Requirements: Licensee shall be responsible for verifying that each of Licensee's Agents as defined above and all of them comply with the insurance provisions required herein. Licensee shall either include each of Licensee's Agents as insureds under Licensee's own policies of insurance, or alternately, Licensee shall provide County with certificate(s) or other evidence of coverage satisfactory to County, verifying that each of Licensee's Agents has complied with the insurance provisions required herein, by naming County and Licensee as additional insureds on the General Liability and Automobile Liability policies maintained by Licensee's Agents. Licensee shall obtain County's prior review and approval of any modification of insurance coverage maintained by Licensee's Agents.

7.08 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to the Authorized Activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee, Licensee's Agents and/or County. Such report shall be made in writing within 72 hours of Licensee's and/or Licensee's Agents knowledge of such occurrence. Licensee agrees to release County and County's Agents and waive its rights of recovery against them under the insurance policies specified in this License.

7.09 Failure to Procure Insurance. Failure on the part of Licensee and/or Licensee's Agents to procure or maintain the required programs of insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of the terms of this License upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand, including the County's costs of overhead at the then-current rate being charged by County for such reimbursable costs.

7.10 Compensation for County Costs. In the event that Licensee and/or Licensee's Agents fail to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee and/or Licensee's Agents shall pay full compensation for all reasonable costs incurred by County including the County's costs of overhead at the then-current rate being charged by County for such reimbursable costs.

8. **NOTICES**

Except for electronic delivery methods as the County may direct the Licensee from time to time to use, notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Registered Mail, Return Receipt Requested, or overnight carrier, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, or with an overnight carrier, follows, or such other place or places as may be designated in writing between the parties:

To Lessee: JPMorgan Chase Lease Administration
1111 Polaris Parkway, Suite 1E
Mail Code OH1-0241
Columbus, Ohio 43240
Attn: Lease Administration Manager
Phone: (614) 248-8610
Facsimile: (614) 244-9132

With a copy to: JPMorgan Chase Real Estate
237 Park Avenue, 12th Floor
Mail Code NY1-R067
New York, New York 10017
Attn: Real Estate
Phone: (614) 248-8610
Facsimile: (614) 244-9132

With a copy to: JPMorgan Chase Law Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, Ohio 43240
Attn: Real Estate Counsel
Phone: (614) 248-8610
Facsimile: (614) 244-9132

To County: County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Phone: (213) 974-4200
Facsimile: (213) 217-4971

With a copy to: County of Los Angeles
Office of the County Counsel
Property Division
500 West Temple Street, 6th Floor
Los Angeles, CA 90012
Attention: Asst. County Counsel
Phone: (213) 974-1801
Facsimile: (213) 617-1142

9. **OPERATIONAL RESPONSIBILITIES**

9.01 Compliance with Law. Licensee shall conform to and abide by all Municipal and County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable to Licensee's use of the Licensed Area; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction thereover;

9.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area or improvements thereon unless prior approval thereof is obtained from County, whose approval shall not be unreasonably withheld.

9.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be knowingly permitted to be brought onto, stored, or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges that may be made for the removal thereof.

9.04 Security Devices. Licensee shall be solely responsible for providing security for all Authorized Activities on the Licensed Area pursuant to this License.

9.05 Maintenance. Licensee shall be responsible for maintaining the Licensed Area in a clean and sanitary condition to the satisfaction of County. Should Licensee fail to maintain the Licensed Area in a clean and sanitary condition, County may perform the work and Licensee shall pay the cost.

9.06 Utilities. Electrical power is available to the Property. Licensee shall be responsible for connection or use of such service necessary for the Authorized Activities at Licensee's sole cost. Licensee waives any and all claims against County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility/security system or electrical/telephone apparatus or wires serving the Property.

9.07 Examination of the Licensed Area. Licensee agrees to permit County's authorized agents free access to the Licensed Area at all times for the purpose of inspection and/or for making emergency improvements or repairs, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code, or to interrupt or terminate Licensee's use of the Licensed Area.

9.08 Interference. Licensee shall be responsible for conducting the Authorized Activities in a manner that in no event causes any interference with the County's ability to provide Public Library services on the Property.

9.09 Conduct on the Property. Licensee shall conduct the Authorized Activities in a courteous and non-profane manner without unreasonably interfering with the County's use of the Property, except as authorized herein, and remove any of Licensee's Agents who fail to conduct the Authorized Activities in said manner.

9.10 Remedial Action. Should Licensee be unable or unwilling to respond to County's request to take immediate remedial action to correct any deficiency in Licensee's operational responsibilities on the Licensed Area, Licensee shall upon written request reimburse County for County's costs and expenses to correct any such deficiency, together with the County's costs of overhead for such reimbursable work.

10. ASSIGNMENT

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer upon or vest in Licensee any title, interest, or estate in the Property or any part thereof, and therefore, Licensee shall not assign or transfer the rights conferred by the License, or any portion thereof, without first obtaining written approval from County's Chief Executive Office, Director of Real Estate Division (the "**Director**"). In the event Licensee shall attempt to assign or transfer the rights conferred by the License, in whole or in part, without first obtaining written consent from the Director, all rights hereunder shall immediately terminate.

11. AUTHORITY TO STOP

In the event that an authorized representative of the County finds that any activities being performed on the Licensed Area by Licensee unnecessarily endanger the health or safety of persons on or near the Property or the Licensed Area, the representative may require that this License immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

12. DEFAULT

Licensee agrees that if default shall be made in any of the covenants, terms, conditions and obligations contained herein to be kept by Licensee, and Licensee fails to cure said default within ten (10) days after written notice is provided by County, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity; provided however, that if the cure reasonably will take more than ten (10) days to cure, Licensee shall not be in default so long as the cure is commenced within said ten (10)-day period and Licensee diligently prosecutes the cure to completion.

13. **WAIVER**

13.01 Any waiver by the County of any breach by Licensee of any one or more of the covenants, terms, conditions, obligations or agreements herein shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenants, terms, conditions, obligations or agreements herein, nor shall failure on the part of the County to require from Licensee exact, full and complete compliance with any of the covenants, terms, conditions, obligations or agreements herein be construed as in any manner changing the covenants, terms, conditions, obligations or agreements of this License or estopping the County from enforcing the full provisions thereof.

13.02 No option, right, power, remedy, or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the County shall be cumulative.

14. **SURRENDER**

14.01 Upon expiration, cancellation or termination of this License, as provided herein, Licensee and Licensee's Agents shall peaceably vacate the Licensed Area, remove all rubbish, debris, personal property and improvements created by Licensee and deliver the Licensed Area to County in as near the condition as practicable, within a reasonable time, but in no event more than ten (10) days after such expiration, termination or cancellation of this License.

14.02 If Licensee does not within ten (10) days peaceably vacate the Licensed Area and perform the removal as provided hereinabove, County may, but shall not be required to, remove such rubbish, debris, personal property and improvements at Licensee's reasonable expense. Licensee shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for said removal, plus the then-current overhead charged by County for such reimbursable work.

14.03 County shall incur no liability for any damage to Licensee's equipment during removal or storage. If Licensee does not claim its equipment within thirty (30) days of receipt of written notice from County of the expiration, termination or cancellation of this License, such equipment shall become the property of County.

15. **INDEPENDENT STATUS**

This License is by and between County and Licensee and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Licensee pursuant to this License.

16. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the Licensee's Agents, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

17. LOBBYIST

Licensee and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensee or any County lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License, upon which County may immediately terminate or suspend this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. **INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License, or under any future easement and/or right-of-way the County may confer upon Licensee.

21. **AUTHENTIC SIGNATORY**

The individual executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate Licensee to the terms and conditions in this License. Licensee shall sign two originals of this License and return them to County's Chief Executive Office, Real Estate Division for approval. Upon approval, a signed original will be mailed to Licensee.

22. **INTERPRETATION**

Unless the context of this License clearly requires otherwise, the plural and singular numbers shall be deemed to include the other; the masculine, feminine and neuter genders shall be deemed to include the others; "or" is not exclusive; and "includes" and "including" are not limiting.

23. **GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with regard to this License shall be conducted in the courts of the County of Los Angeles, State of California.

24. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

END OF TERMS

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and the Board of Supervisors of the County of Los Angeles has caused this License to be executed on its behalf by the Chief Executive Officer of said County, or his designee, on the day, month and year first written above.

LICENSEE:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, an entity organized under the laws of the United States of America, Licensee

By: 

Vincent G. Martino
Senior Vice President

Printed Name

05/16/12

Title

Date: 05/16/12

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisors

By: 
Deputy

By: 
Zev Yaroslavsky
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By: 
Byron Shibata
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

JUL 31 2012


SACHI A. HAMAI
EXECUTIVE OFFICER

77819

Exhibit A

Exhibit A- (Sheet 1 of 3) Northerly Overhead View

6382-023-018

6382-023-017

Chase Bank Property

Spaces 1 - 9

Chase - Licensed Area

~~Pico~~ Rivera Library

Pico Rivera

Spaces 10 - 17

Barriers

Public Library Parking



Date
December 2011

First (1st)
Supervisory District

Exhibit A - (Sheet 1 of 3) Northerly Overhead View
COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
CHASE PARKING LICENSE - ~~PICO~~ RIVERA PUBLIC LIBRARY

Renew License COL423
Chase / WaMu Parking

Agent
R. Ball

EXHIBIT A

Licensed Area Facing West (Sheet 2 of 3)



Date
December 2011

First (1st)
Supervisory District

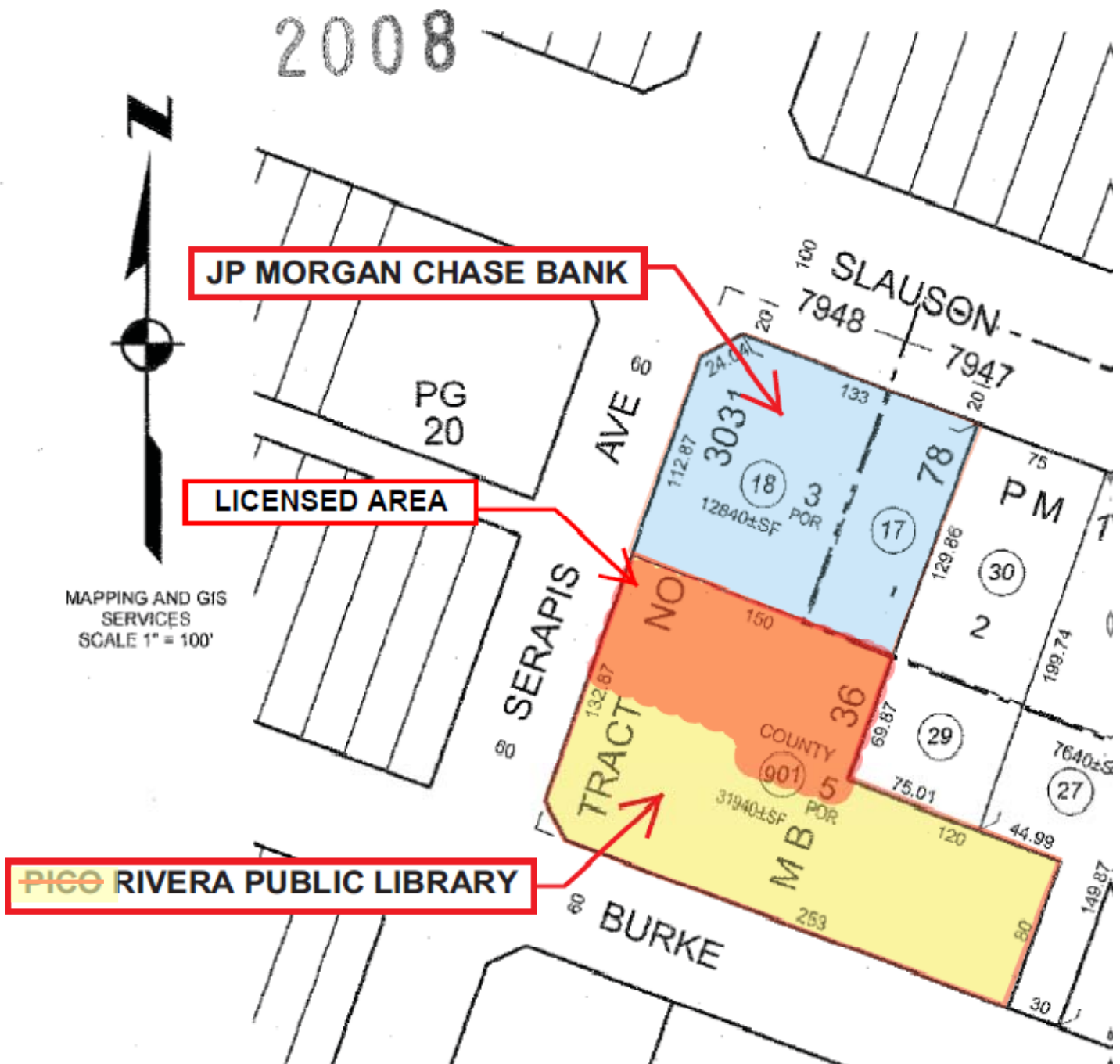
Exhibit A - (Sheet 2 of 3) Licensed Area Facing West
COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
CHASE PARKING LICENSE - PICO RIVERA PUBLIC LIBRARY

Renew License COL423
Chase / WaMu Parking

Agent
R. Ball

Assessor's Parcel Map (Sheet 3 of 3)

6382	23 SHEET	P. A. 392 - 14	TRA 7947 7948	REVISED 19911216 19920415
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Date December 2011	Exhibit A - (Sheet 3 of 3) Assessor's Parcel Map COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE CHASE PARKING LICENSE - PICIO RIVERA PUBLIC LIBRARY	Renew License COL423 Chase / WaMu Parking
First (1st) Supervisory District		Agent R. Ball